

NOTICE OF ELECTION.

In the Matter of the Lincoln Highway.

To All Whom It May Concern: Notice is hereby given that an election will be held on the 25th day of May, 1914, in Warren Township, Ohio Township, German Township and Portage Township, in the matter of the Lincoln Highway West, as described in the Viewers' and Engineers' report, and hereinafter set forth; and on said 25th day of May, 1914, the polls will be opened at the several voting places in each of said Townships, as follows:

In Portage Township, City of South Bend, as follows:

First Ward.

Precinct 1—232 N. Michigan Street, Seeley Garage.

Precinct 2—Turner Hall.

Precinct 3—805 Michigan Avenue, Barber Shop.

Precinct 4—816 Portage Avenue, Miller's Cabinet Shop.

Precinct 5—1601 Michigan Avenue, rear Lydick's Blacksmith Shop.

Second Ward.

Precinct 1—Laurel School basement.

Precinct 2—121 S. Walnut Street, Bicycle Shop.

Precinct 3—Linden School basement.

Precinct 4—Kelsey School basement.

Precinct 1—Ward Livery Barn, W. Jefferson Blvd.

Precinct 2—224 West Division Street, Wolter Drug Store.

Precinct 3—806 Prairie Avenue.

Fourth Ward.

Precinct 1—222 East Jefferson Blvd., Hinkle Garage.

Precinct 2—628 East Minor Street.

Precinct 3—T. W. Slick Barn, 103 North Shore Drive.

Precinct 4—222 Mishawaka Avenue, Howie Grocery.

Fifth Ward.

Precinct 1—235 S. Lafayette Street, Garage.

Precinct 2—632 South Michigan Street, Lenta Bros.

Precinct 3—710 East Bronson Street.

Sixth Ward.

Precinct 1—405 South Chapin Street, Joe Wervick's office.

Precinct 2—402 South Chapin Street, Modern Pharmacy.

Precinct 3—1346 Dunham Street, Barber Shop.

Seventh Ward.

Precinct 1—1902 West Division Street, Ice Cream Store.

Precinct 2—1227 East Keweenaw Street.

Precinct 3—1323 South Michigan Street, Spohn Drug Store.

Eighth Ward.

Precinct 1—404 South Leer Street, Shoe Shop.

Precinct 2—1800 South Michigan Street, Ice Cream Store.

Precinct 3—1505 Prairie Avenue, Iwan Bros. Office.

German Township.

Precinct 1—Pleasant School House.

Precinct 2—Duna School House, Dist. No. 2.

Ohio Township.

Precinct 1—New Carlin School.

For the purpose of taking the votes of the legal voters of said Townships whether the public highway named in the petition and report herein shall be graded, drained and paved as prayed for in said petition and as for said petition.

Notice is further given that the said petition, viewers' and engineers' report, all plans and details, and all matters pertaining to said improvement may be found at the office of the Auditor of St. Joseph County, Indiana, where the same are on file for inspection.

The said viewers' and engineers' report of said improvement is in the following words and figures, to-wit: **VIEWERS' AND ENGINEERS' REPORT, STATE OF INDIANA.**

ST. JOSEPH COUNTY, INDIANA.

"In the Matter of the Lincoln Highway, West."

"To the Honorable Board of Commissioners of St. Joseph County, Indiana:

Gentlemen:—The undersigned Viewers and Engineer appointed by you to view the Lincoln Highway West, represent that we met at the time and place designated by you, and duly qualified to perform the duties required of us, by each taking the oath prescribed by law, and the Engineer further by filing the proper bond to the acceptance of the Auditor of said County; that we then proceeded without delay to view and make all needful surveys of the road mentioned in said petition, and thereupon we determine as follows:

"1st. That the said proposed improvement does not involve the grading and establishing of a new highway.

"2nd. That it will be a public utility to grade, drain and concrete the Highway named in said petition, and hereinafter more specifically described as in said petition prayed.

"3rd. That the width of said highway to be improved is one hundred feet, of which thirty feet in the center thereof is to be graded and concrete to the width of eighteen feet spread thereon.

"4th. That the length of said highway to be improved is sixty-five hundred and seven hundred and fifty feet, which twenty-two hundred and eighty feet has been paved in New Carlin with brick.

"5th. That said highway mentioned in said petition and more particularly described in the plans and specifications hereinafter appearing, shall be graded as aforesaid, proper drains provided, and the traveled roadway concrete. That the said improvement, with its appurtenances, waterways, as an entirety and each part thereof and everything that in any way pertains to the same, shall be constructed in accordance with the plans and specifications and terms hereinafter set forth under the title of 'Plans and Specifications,' and made a part of this report. That the improvement above set out will be of public utility.

"6th. That the improvement herein described and by us found to be of public utility is by us estimated to cost \$103,724.75 divided as follows:

Grading \$17,034. Cu. Yds.
Concrete 128,750 Sq. Yds.
Culverts one at Rednolds Ditch.
Drain Tile see Profile.

PLANS AND SPECIFICATIONS.

Route.

Beginning at a point where the Michigan road intersects the W. boundary of Section 34 Township 38 N. Range 1 West, which point is 1800 feet south of the northwest corner of said Section 34, and 60 30 E following the center of the Michigan Road 1300 feet; thence N 81 E 9200 feet; thence East along the North boundary of Section 36 Township 38 N. Range 1 West and the North boundary of Sections 31 and 32 Township 38 N. Range 1 East, a distance of 16,500 feet; thence N 72 30 E 4600 ft.; thence N 86 E 6525 feet; thence N 70 E 4,200 feet; thence S 85 20 E 2,200 feet; thence S 87 E 4,300 feet; thence S 82 E 4,500 feet; thence S 73 E 12,700 feet intersecting Michigan Avenue at the City limits of South Bend, Indiana.

"The course of the road will be staked out by the Engineer, and the roadway will be evenly graded to a uniform width of thirty feet; in all respects must the highway be built in conformity with stakes set by the Engineer, and according to a profile and cross-sections as shown. Side slopes to all fills will be one and one-half horizontal to one foot vertical. The fills to be made of clear soil, such as sand and gravel, and absolutely free from debris and perishable matter. Side ditches for carrying off water will be brought to a uniform grade and dressed up in a workmanlike manner, and have sufficient fall and outlet to the surface of the ground, and accumulated water from the roadway. Before concreting, the roadway will be properly graded, as shown by the profile, and rolled with a ten-foot steel roller to the satisfaction of the Engineer and Superintendent. The removal of any private appurtenances, such as fences, or any obstruction to the roadway, shall be made as soon as construction is completed and in as good shape as found.

Surface and Grading.

"All grades will be completed, free from all foreign substances, and be finished on a screen of one-half inch and pass through a screen of one and one-half inches, approved by the Engineer and County Commissioners. The sand to be clear, free from surface earth or foreign substances and screened when so ordered by the Engineer. The concrete to be composed of one part of good Portland Cement, to one and one-half of clear sand and two and one-half of gravel, as described above. The curb, curb pipe and all other material used in this improvement shall meet with the approval of the County Commissioners and

Engineer before being placed in said improvement.

Concreting.

"After the sub-grade has been done to the satisfaction of the Engineer and Superintendent, it shall be rolled with a steam roller, and then a layer of ten-ton weight until the roadway is thoroughly compact and solid, giving an even and uniform surface, and no depression during rolling or from any other source are to be filled with proper material, and the grade curvature as determined by the Engineer. Whenever any portion of the grade of the road, not less than five hundred feet in length, shall have been completed to the satisfaction and acceptance of the Engineer, he will issue a written permit to place concrete upon such portion of the same as in his judgment he sees fit, but under no circumstances shall without such written permit. The finished surface of the concrete shall have a crown of three inches, the form of which the Engineer will designate. The finished surface of the entire crown of the road shall have a crown of nine inches, the roadbed after rolling shall be as directed by the Engineer and Superintendent, and the same is compact and formed to the line upon it a layer of concrete eight feet wide, nine inches deep in the center and four inches on each side at the outer edge. After the concrete is thoroughly seasoned the earth for six feet on each side of the concrete shall be rolled and rougher to fit with the concrete with the proper fall for drainage.

Notice to be Given by Contractor.

"The contractor shall give notice in writing to all persons in charge of highways, and to the County Commissioners, that may be affected by the contractor's operations at least forty-eight hours before the contractor shall begin work, and also notify the Engineer at least twenty-four hours before beginning the work, and also notify the Engineer in writing at least twenty-four hours before laying any concrete, when said concrete is to be laid, and require the services of the Engineer for laying out any portion of the work.

Date for Commencement and Completion of Work.

"The contractor shall commence the work within twenty days after the contract is signed and shall complete the work on or before eight months after the contract is signed. The work shall be commenced at such points as the Engineer may designate, and the contractor shall have the authority to close to travel all or any part of the road in process of construction, and shall maintain suitable barricades and lights at night, and suitable barricades and fences where the same are necessary, and shall also keep a responsible watchman at such points to insure the protection of all unfinished construction. When ordered to do so by the engineer, travel shall be restored to the highway and the contractor shall remove all such obstructions, but such opening or using of the highway shall not be deemed an acceptance of the work, or any part thereof.

Application of Work.

"The engineer shall have the power to direct the application of the working force of the contractor, any particular portion or portions of the work, and to order the increase of said working force at his discretion, and at any time.

Suspension of Work.

"The engineer may from time to time suspend the work at certain places or entirely, if in his opinion the public need requires it. The contractor shall be entitled to any damages for this delay, but he shall be allowed an extension of time within which to complete his work, equal to the delay.

Line and Grade Stakes.

"The location of all line and grade stakes will be given by the Engineer, and the Contractor shall be responsible for the same and shall see that the same are retained until the completion of the work, or until the Engineer orders their removal.

Responsibility for the Work.

"All necessary guardrails shall be employed, and barricades and lights shall be furnished day and night by the Contractor. Prior to the completion of the work by the Contractor and the acceptance thereof by the Engineer and Commissioners, the work shall remain at the risk of the Contractor and said Contractor shall be responsible for the repair of all damages caused by fire, force or violence of the elements, or any other cause whatsoever, provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete the said work.

Measurements.

"No extra or customary measurements of any kind not in accordance with the actual length, area, solid contents or number, shall be considered in measuring the work of the contract.

Forms.

"All forms shall be free from warp and of sufficient strength to resist springing out of shape. The forms shall be well staked or otherwise held to the established line and grades and their upper edges shall conform to the established grade of the road. All wooden forms shall be thoroughly wetted and metal forms oiled before depositing concrete against them. All mortar and dirt shall be removed from forms that have previously been used.

"To allow for expansion the pavement shall be built in sections 30 feet in length at each end of each section a soft steel plate 3-16 of an inch thick, extending the entire width and depth of the road shall be imbedded in the concrete and fastened to the section by projections from the steel or in some other manner satisfactory to the Engineer. It is hereby expressed and stipulated that the joint furnished by the R. D. Baker Company or an equivalent will be satisfactory. Between the concrete sections, cutting the entire depth of the concrete shall be placed an asphalted felt about 1-8 of an inch thick. Special care must be exercised to have the expansion plates flush with the surface of the road so that there will be neither an elevation nor a depression at the joint.

Transfer or Subletting.

"The Contractor shall not transfer or sublet the work or any part thereof to any person, except with the written consent of the County Commissioners. In case such consent is given it shall not relieve the Contractor from any of the obligations of the contract, and any transfer or sub-contractor shall be considered the agent of the Contractor and as between the parties hereto the Contractor shall be and remain liable as if no such transfer or sub-contractor had been made. During the progress of the work such working drawings shall be furnished to the Engineer, and the Engineer may from time to time deem necessary. Anything shown on the plans and not in the specifications, or shown in the specifications and not on the plans, necessary to make the work complete, shall be furnished and constructed by the Contractor at his own expense, ready for use, for the contract price. If any sub-contractor or workman on said work persists in doing any work or furnishing any material in violation of the specifications, or in refusing to obey the directions of the Engineer or Board of Commissioners, or Superintendent, they shall be liable to be discharged said sub-contractor or workman.

"Nothing in this report shall in any way be binding if in conflict with the laws now in force and governing the location and construction of free macadam, gravel or stone roads.

"The cross-sections and profile of said work heretofore mentioned are made a part of this viewers' report, and are filed in the office of the Auditor of St. Joseph County, Indiana.

Witness the undersigned Engineer and Engineer, hereby subscribe our names and make the within our report in the premises.

Henderson McClellan,
M. W. Mix,
F. Q. Elzerhart.

"Subscribed and sworn to before me this 15th day of April, 1914.
(Signed) Clarence Sedgwick, Auditor.
Notice is further given that all the highways described in said petition and report of Engineer and Viewers shall be voted upon by the legal voters of said County, May 13, 1914. Auditor St. Joseph County, Indiana.

TO TAKE ARMS FROM POLICE AND SHERIFFS

No One is to be Slighted in Ruling That Will Affect the Mine Districts.

TRINIDAD, Colo., May 13.—Col. Lockett, in command of the federal troops, began strenuous preparations Tuesday afternoon to comply with the disarmament order issued by Pres. Wilson. He announced that sheriffs and their deputies, as well as all policemen in the district must comply with the order.

The first step in enforcing the president's edict barring new strikebreakers was taken at Aguilar Tuesday when six men employed to work at the Royal mine, were placed on board a train and deported.

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shall give him authority in writing for the removal thereof.

Labor, Tools, Etc.

"The contractor at his own expense, will furnish all material, labor, tools, implements, machinery, appliances, supplies, temporary roads, forms, false work, bridges, staging, mortar boxes, water, and everything necessary for the performance of the contract, including all temporary drainage and all pumping apparatus and water piping necessary to supply water while building operations.

Filing Material on the Highway.

"Material when delivered at the site of the work shall be piled in such manner as the Engineer may direct and in the event of any stoppage of the work, all materials shall be piled so as not to prevent or interfere with the use of the highway.

Connecting With Adjoining Highways.

"The completion of the work under this contract includes any and all work that may be necessary to connect the roadway with all highways in a good and workmanlike manner. The extension to be graded one hundred feet long and twenty feet wide, with concrete ten feet wide the length thereof, having seven and one-half inches in the center and six inches on the outer sides, without any extra compensation therefor.

Improper Materials and Work.

"The Contractor, within twenty-four hours after receiving written notice from the Engineer as to do, shall proceed to remove from any of the premises all materials condemned by the Engineer, whether worked or unworked, and said Contractor shall take down all portions of the work which the Engineer shall by like written notice condemn as unsound or improper, or in any way failing to conform to the specifications, and the Contractor shall make good all work damaged or destroyed thereby, all at the sole expense of the Contractor. If the Contractor shall refuse or neglect to remove such materials or to take down such work or to make good such work within the time above specified, the Engineer may purchase such materials and perform such labor, and deduct the cost and expense therefrom from any money due the Contractor under contract. If, however, at the time of making the report, the Engineer should neglect to condemn defective material or work, such neglect shall not be construed as an acceptance of any of such material or work.

Responsibility for the Work.

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PRINCE OF WALES IS A REGULAR PUGILIST

Soaks Laundryman on the Jaw When Latter Resents Prank Played on Him by Oxford Students.

LONDON, May 13.—The Prince of Wales had a regularistic bout with an English workman Tuesday and the latter took the count before the first round was over. The vanquished bruiser was the driver of a laundry wagon at Oxford. While he was in Kieble college delivering laundry three undergraduates drove away with the wagon and abandoned it on a side street. Then they returned to watch the driver's dilemma and as it turned out developments that will make history.

The bill as reported provides for eight or more new submarines, one to be of coast defense and harbor type, to cost in the aggregate not more than \$4,460,000.

The authorization of a new dry-dock at Portsmouth navy yard, Virginia, at a cost of not to exceed \$2,000,000 is provided.

The bill carries a total of \$140,990,833, an increase of \$1,182,500 over the amount allowed by the house.

When the three culprits returned to Kieble college they were joined by the prince who knew nothing of their escape. The driver, learning from his helper of the boys' prank, failed to see the humor of the situation and rushed the group of students, selecting the prince for his attack.

The innocent heir apparent was taken by surprise and the laundryman succeeded in tapping the princely claret and bruising the royal chest, but the next instant the prince landed a blow

on the jaw that staggered the driver and the other students declared the fight ended with the honors easily on the prince's side.

The laundryman's feelings were smoothed with a cigar and a gold coin and when he last type, seven or more, he declared:

"For such a sickly-looking fellow he can 'it' hard and rough."

HOUSE BATTLESHIP PROGRAM APPROVED

WASHINGTON, May 13.—With but very few changes the naval appropriation bill was reported to the senate Tuesday from the naval committee by Chairman Tillman. The house provision for two battleships was retained but the senate eliminated the house requirements that one of these battleships must be constructed in a government yard.

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